

U.S. Department of Justice

Washington, DC 20530

**Amendment to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Gus West Government Affairs, Inc.

2. Registration No.

6364

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☒ To give a 10-day notice of change in information as required by Section 2(b) of the Act.☐ To correct a deficiency in☐ Initial Statement☐ Supplemental Statement for the period ending \_\_\_\_\_☐ Other purpose (*specify*) \_\_\_\_\_☐ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Government Affairs Consulting Agreement

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

The attached document supplements Exhibit B to the original registration statement and serves as the new contract between Gus West Government Affairs, Inc. and the Government of Honduras. The contract's term extends through December 31, 2016, and involves the same type of work as the previous contract, i.e., developing policy position papers, arranging meetings with U.S. government officials, and engaging think tanks in an effort to establish Honduras as a top United States ally.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature<sup>1</sup>)

September 02, 2016

/s/ Gus West

eSigned

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<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

**GOVERNMENT AFFAIRS CONSULTING AGREEMENT**

This Agreement made and entered into this 16th day of August, 2016 ("Effective Date"), by and between Gus West Government Affairs Inc., a company based in Washington, DC, ("GWGA") and Maria Dolores Agüero as authorized representation of the Ministry of Foreign Affairs of the Republic of Honduras ("Client").

**I. APPOINTMENT**

Client hereby engages GWGA to provide the services set forth in Section II below and as otherwise agreed to in Statements of Work executed by the parties from time to time.

**II. SERVICES**

- (a) GWGA will offer the Honduran Government Assistance in informing policy makers and opinion leaders in Washington about initiatives, achievements, and the future plans of the Honduran government. Develop and work with the government of Honduras to organize and implement a multi-faceted strategy to establish Honduras as a top United States ally and gain support of its elected and appointed officials and opinion leaders. Work will consist of assisting in developing policy position papers, arranging meetings with US government officials, and engaging think tank policy organizations. The goal is to open a new dialogue and a new relationship between Honduras and the United States. GWGA shall provide the Client with a monthly report detailing the activities that it has carried out during that period to achieve the stated goals and purposes of the Agreement.

**III. COMPENSATION**

(a) GWGA shall be compensated for services in accordance with Statements of Work to be entered into by the parties pursuant to this Agreement. Services may be billed on an hourly, fixed fee or other basis, as set forth in the Statement of Work. Unless otherwise specified in the applicable Statement of Work, all invoices for fees and expenses are payable in full twenty (20) days after the date invoice has been received by the Client via registered mail at the address set forth in Section X below; provided that with regard to third party expenses, Client shall be required to place GWGA "in funds" prior to the date GWGA is required to pay the third party. Client agrees to review all invoices upon receipt and to notify GWGA in writing within twenty (20) days of the invoices of any disputes or requested adjustments. If such written notice is not received, the invoice will be deemed to be fully payable. Late payments are subject to a late payment charge at the rate of one and one-half percent (1-1/2%) per month, or portion thereof, of the amount due (but not to exceed the maximum lawful rate). Client agrees to pay GWGA attorneys fees and other costs incurred by GWGA in the collection of any amounts due hereunder. Acceptance by the GWGA of less than full payment is not a waiver of any of its rights to collect the remainder due.

(b) Pursuant to each Statement of Work, GWGA shall be reimbursed for the following expenses/costs:

(i) Outside supplier costs, production costs, talent and services purchased outside of GWGA will be billed separately and will be subject to 25% VAT. GWGA must submit estimates for any outside supplier production costs, talent and services purchased outside of GWGA to Client for approval. Client, at its option, can chose to contract with and pay outside suppliers directly.

(ii) Out-of-Pocket Expenses including, but not limited to, postage, packing, express and other charges incurred in the shipping of copy, orders, prints and other materials; in-house duplication; travel-related costs and expenses of GWGA personnel servicing Client's account; legal services incurred on Client's behalf, including Foreign Agents Registration Act related filing fees and costs, and Client's request to arrange spokespersons, negotiate terms with vendors and suppliers engaged on behalf of Client, shall be billed separately and will be subject to 25% VAT.

(c) Client's approval of any estimate shall constitute approval of all costs and expenses set forth in such estimate. If actual costs and expenses will exceed the most recent estimate approved by Client by five percent (5%) or more, THE AGENCY will send Client a revised estimate for approval. Overages of less than five (5%) percent will be due and payable as stated in this Agreement or the Statement of Work.

#### IV. TERM

- (a) The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect until the 31<sup>st</sup> of December 2016. The Agreement may be renewed with the written consent of both Parties for subsequent periods of one (1) year, each commencing on the 1<sup>st</sup> of January and ending on the 31<sup>st</sup> of December.
- (b) Either party may terminate this Agreement without cause upon thirty (30) days prior written notice, or for cause upon a material breach by the other party which is not cured, or for which a cure is not commenced, within thirty (30) days from receipt of notice thereof by the breaching party.
- (c) During the termination notice period, the rights, duties and responsibilities of GWGA and Client shall continue in full force and effect, including, without limitation, the payment of fees and the provision of services as requested by Client.
- (d) All non-cancelable reservations, contracts and other arrangements authorized by Client that are still in effect as of the effective date of termination of this Agreement shall be automatically assumed by Client or its representative and GWGA shall be released from the duties, obligations and liabilities thereof. Any reservations, contracts or other arrangements that cannot be assumed by Client or cancelled shall be carried to completion by GWGA and paid for by Client in accordance with the provisions of this Agreement. Client shall also pay GWGA for all fees due and expenses incurred in connection with the services through the effective date of termination.

#### V. OWNERSHIP OF MATERIALS

All materials generated by GWGA in the performance of this Agreement and accepted and paid for by Client shall be deemed "work made for hire" and shall be the exclusive property of Client. GWGA retains ownership of its works of authorship created by it prior to or separate from the performance of services under this Agreement and all materials rejected or not paid-for by Client. Notwithstanding the foregoing, all materials, rights, data and intellectual property owned by third parties (such as spokespersons, photography and third party licensed data) shall remain the sole and exclusive property of such third parties, and Client agrees to use such third party materials consistent with the applicable license terms.

#### VI. INDEMNIFICATION

(a) GWGA shall indemnify and hold Client, its parent, subsidiary and affiliated entities, and the officers, directors, shareholders, employees and agents of all such entities ("Client Indemnities") harmless from and against any and all losses, damages, liabilities, claims, demands, suits, expenses and any other out-of-pocket costs (including reasonable attorneys' fees and expenses) (collectively "Damages") any Client Indemnities may incur or be liable for as a result of any claim, suit or proceeding, subpoena, discovery demand or other directive having the force of law or governmental inquiry ("Claim"), made, served or brought against any Client Indemnities based upon or arising out of GWGA negligence or willful misconduct.

(b) Client shall indemnify and hold harmless, GWGA, its parent, subsidiary and affiliated entities, and the officers, directors, shareholders, employees and agents of all such entities ("GWGA Indemnities") from and against any and all Claims and Damages which any GWGA Indemnities may incur or be liable for arising out of (i) any materials, permissions, information or specific instructions supplied by Client, (ii) materials or programs that

GWGA creates or produces for Client hereunder and which Client approves before its publication, execution, broadcast or use, including allegations that claims, descriptions or representations regarding Client, its products, services and competitors are false, misleading, unsubstantiated or not in accord with relevant legal and regulatory requirements, directives and guidelines applicable to Client, its products and industry; (iii) risks or restrictions which GWGA has brought to Client's attention where Client has elected to proceed or (iv) the nature and use of Client's products and services, including, without limitation, allegations that Client's products or services are defective, injurious, or harmful. Client's obligations under this section include payment by Client to GWGA for all time charges and expenses (including reasonable attorney's fees and expenses) incurred by GWGA in connection with any subpoena, discovery or demand or other directive having the force of law or governmental inquiry served upon GWGA or any of its affiliates that relates to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.

(c) Neither GWGA nor Client shall be held liable to the other for indirect, incidental, consequential, special or punitive damages arising in any manner from the activities contemplated by this Agreement, whether under contract, tort, or other cause of action, even if such party has been advised of the possibility of such damages. Each party's liability hereunder shall in no event exceed the amounts payable to GWGA hereunder.

(d) Except as expressly provided herein, neither party makes any warranty, express or implied, regarding the services or work product to be provided hereunder or that any work product provided hereunder will be error free or operate without interruption, and the warranties of title, merchantability and fitness for a particular purpose are expressly excluded.

#### **VII. FORCE MAJEURE**

(a) Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, failure of transportation or communications or of suppliers or vendors of goods or services, or any other cause beyond the reasonable control of such party.

(b) It is acknowledged that GWGA has no control over information once it has been released to the media or into the public domain. As such, GWGA shall not be held responsible for any such third party actions or inactions and cannot guarantee the use of any materials by any medium (print or electronic), or ensure the accuracy of what any third party publishes.

#### **VIII. NON-SOLICITATION OF EMPLOYEES**

Each party agrees that during the period of time dating from the Effective Date through one year after the termination of this Agreement, the other party shall not, directly or indirectly, knowingly recruit, solicit, employ, engage as a consultant, or otherwise retain, any of the other party's current or former employees or contractors who were involved in the performance of this Agreement, without the other party's prior written consent. The parties agree that the remedy at law for a breach of this Section shall be inadequate and therefore the non-breaching party shall be entitled to injunctive relief for such breach, without proof of irreparable injury and without posting bond, in addition to any other right or remedy it may have.

#### **IX. CONFIDENTIALITY**

Each party agrees to keep confidential and not to disclose or use for its own benefit or for the benefit of any third party (except as may be required for the performance of services under this agreement or as may be required by law), any information, documents or materials which are identified by a party, at the time that they are made available, to be proprietary or confidential or that should be reasonably understood to be confidential given the circumstances of disclosure. The confidentiality obligations in the preceding sentence, however, shall not extend to any information, documents, or materials that (a) become publicly available without breach of this provision, (b) are received from a third party without restriction, or (c) are independently developed without reference to



information received hereunder from the other party, and provided further that such obligations shall expire upon the second anniversary of the effective date of termination of this contract. In addition, either party may make disclosures of confidential information required by valid order of any court or other authorized governmental entity, provided such party promptly notifies the other party and provides reasonable cooperation, at the other party's expense, with the other party's efforts, if any, to limit disclosure and to obtain confidential treatment or a protective order.

**X. NOTICE**

All notices hereunder shall be in writing and shall be served by registered mail or by overnight courier, duly addressed as follows:

If to GWGA, to the address above Attention: Gus West, with a carbon copy to Gus West Government Affairs Inc., Attention: Gus West.

If to Client, to the address:

Embassy of Honduras  
3007 Tilden Street NW  
Suite 4-M  
Washington, DC 20008  
Attention: Ambassador Jorge Milla Reyes

**XI. ARBITRATION**

All claims, disputes, and other matters in question arising out of or relating to this agreement or the breach thereof shall be decided by arbitration in the District of Columbia in accordance with the Law of Conciliation and Arbitration of Honduras then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the Arbitrator shall be final and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction thereof. The prevailing party shall be entitled to recover attorneys' fees and costs. The demand for arbitration shall be made within two (2) years after the claim; dispute or other matter in question has arisen. This Agreement and all issues related thereto shall be governed by and construed in accordance with the laws of the Republic of Honduras, without regard to choice of law or conflict of law principles.

**XII. GENERAL**

GWGA may include Client's name on client lists used for public relations industry ranking or directory purposes or for award shows, and shall be permitted to disclose or otherwise publicize its relationship with Client to trade publications. GWGA will review all language with Client prior to publicizing. This Agreement constitutes the exclusive, complete and final agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements (including the Memorandum of Understanding between the parties), proposals, negotiations, arrangements and other communications and understandings between the parties, whether oral or written, with respect to such subject matter. The validity, interpretation, execution and compliance of this Agreement is governed by and construed in accordance with the laws of the District of Columbia, without reference to its conflict of law's provisions. This Agreement shall not be amended, modified, or waived in any way, in whole or in part, except in writing signed by both parties and their respective authorized representatives. A waiver of a party's breach of any provision of this Agreement shall not operate as or be deemed to be a waiver of that party's prior, concurrent or subsequent breach of that or any other provision of this Agreement. This Agreement, and the rights, duties, obligations and liabilities herein, shall be binding upon and inure to the benefit of the parties' successors and assigns.

**ACCEPTED & AGREED:****GWGA:** Gus West Government Affairs Inc.**CLIENT:** \_\_\_\_\_

Gus K. West  
 Name: Gus West

\_\_\_\_\_  
 Name: \_\_\_\_\_

Title: President & CEO

Title: \_\_\_\_\_

Date: August 23, 2016

Date: \_\_\_\_\_

## STATEMENT OF WORK #1

This Statement of Work #1 is made a part of the Agreement dated August 16, 2016 ("Agreement") and is valid for the period of five (5) months, ending on December 15, 2016. Any capitalized terms used herein shall have the meaning set forth in the Agreement. To the extent that the provisions of this Statement of Work conflict with those of the Agreement, the provisions of the Agreement shall control, except to the extent the Statement of Work expressly states the contrary.

### SERVICES

GWGA will offer the Honduran Government

Assistance in informing policy makers and opinion leaders in Washington about initiatives, achievements, and the future plans of the Honduran government. Develop and work with the government of Honduras to organize and implement a multi-faceted strategy to establish Honduras as a top United States ally and gain support of its elected and appointed officials and opinion leaders. Work will consist of assisting in developing policy position papers, arranging meetings with US government officials, and engaging think-tank policy organizations. The goal is to open a new dialogue and a new relationship between Honduras and the United States. GWGA shall provide the Client with a monthly report detailing the activities that it has carried out during that period to achieve the stated goals and purposes of the Agreement.

### 2. COMPENSATION

GWGA shall be compensated at the rate of \$33,333 per month. This rate includes the applicable 10% income tax calculated on the total payable monthly, as established in Articles 4 and 5 of the Income Tax Law of Honduras and Article 67 of the 2016 General Budget of the State of Honduras (Decree 168/2015). This amount shall be retained by the Client upon payment to GWGA and paid to the competent Honduran tax authority.

Should the services be cancelled prior to the finalization of the formal agreement, Client agrees to pay all invoices for time and expenses actually incurred or irrevocably committed by GWGA on behalf of Client up to the time of cancellation, which must be made in writing.

Any additional work outside this SOW would require additional budget.

Expenses for out-of-town travel approved in advance, as well as local transportation, messenger services and research materials, would be billed separately. GWGA would provide a monthly itemized invoice for all such expenses.

INVOICES Consultant shall submit invoices for all services rendered. Client shall pay the amounts due within 10 days of each invoice after the initial payment to the GWGA which is due July 15, 2016 for the first two months of work; provided that with regard to third party expenses, Client shall be required to place GWGA "in funds" prior to the date THE AGENCY is required to pay the third party.

OOPs incurred will be billed separately.

### 3. CLIENT RESPONSIBILITIES

Client acknowledges that the successful and timely rendering of the services and the successful development of the Materials to be provided hereunder will require the good faith cooperation of Client. Accordingly, Client will fully cooperate with GWGA, including, without limitation, by providing GWGA with all information necessary or appropriate and relevant to GWGA's performance as reasonably required by GWGA, and providing prompt review



of materials submitted by GWGA. GWGA shall not be liable for any delays caused by Client's actions or inactions hereunder, including, without limitation, Client's requests for changes in the scope of services to be provided hereunder.

Each party represents and warrants that the person signing below on behalf of such party is duly authorized to do so.

**ACCEPTED & AGREED:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: Gus K. West  
Gus West  
President & CEO

Date August 23, 2016